BRUHAT BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSALS

For

Consultancy Service for Detailed Project Report, Field Survey, General Report, Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for Improvements to roads, drains and other developmental works at shivamandira road, mathru layout, sharada nagar, judicial layout and surrounding areas in ward No 02,03 & 04 of yelahanka Division under Amruth Nagarothan Grants. (PACKAGE No-05)

Estimation Cost Rs. 1295.00 Lakhs

BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK-D/EE/E-PMT-02/2022-23

Office of the Executive Engineer,
Yelahanka Division. Yelahanka Zone,
Bangalore-560064
Dated: 27/04/2022.

INVITATION FOR TENDER (IFT)
(Two Cover system)

SHORT TERM TENDER
(Through GOK e-Procurement Portal Only)

1. The Bruhath Bangalore Mahanagara Palike (BBMP) invites **Request for Proposal** from interested Firms / Organization those **who have done similar type of work** for Consultant for Supervision, Project Management and Quality control for the project for the below works invited through eProcurement system by the Executive Engineer Yelahanka Division, Yelahanka Zone, Bangalore – 560 064.
2. The Executive Engineer (Yelahanka Division), Yelahanka Zone BBMP invites tenders from eligible contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD / Electrical / CPWD / Railways / MES / National Highway or any state Govt. Organization for the construction of works detailed in the Table below. The tenderers may submit tenders for the works given in the table through e-procurement portal of the Government of Karnataka (viz http:/eproc.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified in clause-3 of the instructions to Tenderers to qualify for award of the contract as per standard **RFP Document and Tender Document.**
3. Tender documents may be downloaded from the e-procurement portal of The Government of Karnataka from **dt:28-04-2022**
4. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to valid for 90 days beyond the validity of the tender. If the tenderer quotes less than the estimate cost, the Difference amount in form of DD payable in the favour of "The Commissioner, BBMP, Bangalore" should be furnished along with the technical document at the time of submitting bids.
5. Other details can be seen in the tender documents.

SL No	Name of the Project	Approximate Value of Work (Rs In Lakhs)	EMD Amount in Rs	Eligibility	Period of Completion
01	Consultancy Service for Detailed Project Report, Field Survey, General Report, Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for Improvements to roads, drains and other developmental works at Yelahanka old town, Maruthinagara, Sapthagiri layout Gandinagara KHB colony, Nehru nagara, shivanahalli, PDMS APTS premies and surrounding areas in ward No 01 of yelahanka Division under Amruth	10.00	50,000/-	As Per E-Proc Portal	30 days

Consultant

Executive Engineer
Yelahanka Division

SECTION 2
INFORMATION TO CONSULTANTS

1. Introduction

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer's Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Yelahanka Division, BBMP expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a

project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BBMP's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BBMP

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and

ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BBMP of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and

d. will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through e – Procurement Website. Employer's Response will be displayed in the e – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP

iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).

iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).

v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.

vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).

vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.

viii. Any Additional Information requested in the Data Sheet.

The Technical Proposal shall not include any Financial Information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract.**

2.1 Clarifications may be requested up to **one day prior to Pre- Proposal conference before the submission date through e – Procurement Website only.**

3.1 Proposals should be submitted in the following Language(s): **English.**

3.3 i. Deleted.

ii. The Estimated Number of Key Professional Staff Months required for the Assignment is **to be furnished by Consultant based on the Scope of Work.**

iv. The Minimum Required Experience of Proposed Key Professional Staff is:

- Team Leader cum Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field.
- Civil Engineer: 5 years Experience in Similar Field with Graduation in Civil Engineering.
- Highway Engineer: 5 years Experience in Similar Field with Graduation / Diploma in Civil Engineering.
- Surveyor: 3 years of experience
- D.M with knowledge of AutoCad

vi. Reports which are part of the Assignment must be written in: **English.**

3.4 vii. Training is an important Feature of this Assignment: **No.**

viii. Additional Information in the Technical Proposal includes: **Nil.**

3.10 Proposals must remain valid 90 Days after the Proposal Submission Date.

5.1 The Address to send Information to the Employer: **The Executive Engineer,– Yelahanka Division, Bruhat Bengaluru Mahanagara Palike, Yelahanka old town, Bengaluru – 560 064.**

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

i. Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	15 points
ii. Site Appreciation	05 points
iii. Equipment and Software proposed to be used	05 points
iv. **Qualification and Relevant Experience of the Key Professional Staff for the Assignment**	50 points

3B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Five Years
That best illustrates Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

Certificate uly certified by the Competent Authority of Rank not below the Executive Engineer enclosed or not

3C. COMMENTS AND SUGGESTIONS OE CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer

1.

2.

3.

4.

5.

Consultant's Name: _____

Consultant

Executive Engineer
Yelahanka Division

Executive Engineer
Yelahanka Division

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. **Technical / Managerial Staff**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. **Support Staff**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

Consultant's Name: _____

[Signature of Staff Member and authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member: .....

Full Name of Authorized Representative: .....

Consultant's Name: _____

3H. ACTIVITY (WORKS) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart)++ [1st, 2nd, etc. are from the Start of Assignment]											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	.....												
	.....												
	.....												
	.....												
	.....												

++ The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports*	Programme: (Date)
1. Inception Report	
2. Interim Progress Report • Fortnight Report • Monthly Report	
3. Draft Report	
4. Final Completion Report	

*Modify as required for the Assignment

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)

_____

_____

_____

_____

Dear Sir

Subject: "Consultancy Service for Detailed Project Report, Field Survey, General Report, Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for Improvements to roads, drains and other developmental works at shivamandira road, mathru layout, sharada nagar, judicial layout and surrounding areas in ward No 02, 03 & 04 of yelahanka Division under Amruth Nagarothan Grants. (PACKAGE No-05)"

1.3 The Assignment is phased

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4C. BREAKDOWN OF COSTS (Rs.)

I. REMUNERATION FOR STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
	Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub Total				
	Sub Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
	Sub Total				
	Total				

SM – Staff Month

II. REMUNERATION FOR SUPPORT STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
1.					
2.					
3.					
4.					
				Total	

SM – Staff Month

* Provide the Breakup of the Rates to show the Basic Salary, Social Costs and Overhead.

III. Transportation (Reimbursable)# Total:

IV. Duty Travel to Site (Reimbursable)# Total:

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1. 2. 3. 4. 5.					
				Total	

IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.

The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e. Total stations. The data from the topographic surveys shall be available in (x, y, z) format for use in a sophisticated digital terrain model (DTM).

The detailed field surveys would essentially include the following activities:

- Topographic Surveys along the Existing Right of Way (ROW): Running a continuous open Traverse along the existing road, wherever required, and fixation of all cardinal points such as horizontal intersection points (HIP's), centre points and transit points etc. and properly referencing the same with a pair of reference pillars fixed on either side of the centre-line at safe places within the ROW.
- Collection of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), buildings, fencing and trees (with girth greater than 0.3 metre) oil and gas lines etc. falling within the RoW or building to building.

Longitudinal and Cross-Sections

The topographic surveys for longitudinal and cross-sections shall cover the following:

- *Longitudinal section levels along final centre line at every 25 m interval, at the locations of curve points, intersections and at the locations of change in elevation.*
- *Longitudinal section for cross roads for length adequate for design and quantity estimation purposes. (Minimum 50 m)*

Detailed Survey

Topographic survey shall collect details of all important physical features along the alignment. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, severs, gas/ oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines and poles, optical fibre cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.

The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission/coordination with the concerned agency.

5.8.2 BBD Survey

A Benkelman Beam deflection (BBD)/Deflectometer survey shall be carried out in accordance with IRC:81- 1997, test points to be at 100m interval excepting in stretches where more readings are required.

- Survey should be conducted for 100m of intervals for each 3.5 m carriage way.

Edge drop, mm

- *The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.*
- *The pavement condition surveys shall be carried out using visual means. Supplemented by actual measurements and in accordance with IRC 82, 37, and relevant codes.*
- *The shoulder and embankment conditions shall be evaluated by visual means and the*
- *existence of distress modes (cuts, erosion marks, failure, drops) and extent (none, moderate, frequent and very frequent) of such distress manifestations would be recorded.*
- *For sections with severe distresses, additional investigations as appropriate shall be carried out to determine the cause of such distresses.*

5.8.4 Soil Investigation

Test pits shall be dug along road sections, which require widening. The minimum distance within such sections shall be 500 mts, closer intervals shall be used where swelling soils and others unsuitable soils appear to be present. Test pits shall be 1.0m X 1.0m and shall be dug to 1.5m depth. The soil strata shall be recorded, and samples taken at 1.0m depth shall be tested as follows:

- Atterberg Limits and Grain Size
- In situ density and moisture content
- Laboratory CBR (4 days soaked at three energy levels)
- Swelling Index

5.8.5 Drainage study

The capacity of existing cross drainages may have to be augmented. Replacement of existing pipe culverts with inadequate cushion may also be required. The Consultants shall furnish suitable design for Storm Water Drains wherever required. The method of disposal of storm water shall be clearly spelt out. Hydraulic parameters, L sections of Storm Water Drain indicating invert level of drain and the culverts shall be furnished. Any surplus flow beyond the capacity of road side drains may be carried out by storm water bye passes. Such bye pass canals may be designed and provided for. The point of disposal of Storm Water shall be identified and suitable lead off channels shall be provided wherever required.

5.8 Detailed Design of Roadway and Pavements, drainage and traffic furniture

5.9.1 General

The Consultants shall carryout detailed designs and prepare working drawings for the following:

- *design of the pavement, paved shoulders, medians, sidewalk;*
- *prepare alignment plans and vertical profile*
- *designs for road furniture and road safety/traffic control features;*
- *drainage design showing location of road side drawings, inlets, kerbs, etc.*

and pedestrians Road signs design, detained road marking plan with lane marking zebra crossing, stop line etc.

5.9.3Traffic engineering and management measures

- Study of existing traffic management measures in terms of one-way street measures, type of traffic control measures at all intersections shall be made.
- Design necessary traffic arrangement measures by way of restriction, regulation, banning, shifting & spreading awareness;
- Prepare plan for traffic signs and road-marking for the corridor;
- Suggest traffic improvement measures along the proposed roads.

5.9.4 Design of Bridges and CD Structures

Based on the investigations carried out detailed designs shall be prepared for all components of structures. The design must satisfy the conditions laid in relevant IRC codes and based on sound engineering practices.

- The consultant shall prepare GAD of bridges and other CD structures proposed to be constructed/reconstructed / widened.
- The salient features of the structures such as type, proposed span arrangement, (based upon hydraulic and geotechnical studies), cost effectiveness may be furnished in the preliminary proposals for approval by BBMP.

5.9.5 Arboriculture and Landscaping

The consultant shall propose a suitable landscape and beautification plan in consultation with client. The cost of landscaping shall be included in the cost estimate as a separate item.

- The existing trees and plants shall be retained to the extent possible. The consultant shall endeavour to avoid cutting of trees for the improvement works as far as possible, however if it is inevitable the consultant will identify trees required to be cut to implement the work and suitable alternatives including transplantation shall be explored and the cost accordingly estimated.
- The consultant shall prepare detailed estimate for lighting the road.
- The consultants shall provide appropriate plan for planting of trees at the edge of ROW. Planting flowering plants and shrubs in the median, planter strip and islands may also be suggested.

5.9.6 Utility shifting

All details of utility lines should be captured in survey. Details of utilities to be shifted or relaid shall be identified and the same shall be marked on the Drawings to enable submission to the respective utility providers for further actions. All coordination and assistance required in this aspect shall be provided by the consultant.

5.10 Cost Estimation

5.10.1 Cost Estimates

6.01 **Contract Schedule**

The consultancy services for Preparation of Detailed Project report for the said project roads will be required for a period of one week.

6.02 **Schedule of Reports**

The Consultant shall prepare and submit four (4) copies of each of the following reports and documents (in English) to BBMP.

6.03 **Contents of Reports**

a. **Inception Report**

a. The Report should indicate the consultants methodology for work plan and deliverables

b. **Draft Detailed Project Report**

a. The Report should summarise the findings, analysis, results and recommendations of the study, design and shall cover all the aspects as per the Scope of the work.

b. The Consultant shall submit this report within the time schedule indicated to the BBMP for review and comments

c. **Final Detailed Project report**

The Final Detailed Project report should incorporate all the suggestions and comments of BBMP

6.4 **Time Schedule**

The Time Schedule shall be as follows

- Commencement of services ----- 3 days From the date of agreement
- Draft Project report ----- 2 weeks
- Final Detailed Project Report ----- 1 week

7.0 Key Professionals for the required Services

The assignment requires a qualified team of professionals, the requirements are already given in data sheet.

8.0 Obligations of the Client

8.1 Documents

The BBMP shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

8.2 Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

9 Specific Responsibilities of the Consultant

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

Executive Engineer
Yelahanka Division, BBMP

[Name of the Employer]

and

_____

[Name of Consultants]

Date:

3.7 Documents Prepared by the Consultants to be the Property of the Employer 46
3.8 Equipment and Materials furnished by the Employer 46

4.0 Consultant's Personnel and Sub Consultants 46
4.1 Description of Personnel 46
4.2 Removal and / or Replacement of Personnel 46

5.0 Obligations of the Employer 46
5.1 Assistance and Exemptions 46
5.2 Service and Facilities 47

6.0 Payments to the Consultants 47
6.1 Lump Sum Remuneration 47
6.2 Contract Price 47
6.3 Payment for Additional Services 47
6.4 Terms and Conditions of Payment 47

7.0 Settlement of Disputes 47
7.1 Amicable Settlement 47
7.2 Dispute Settlement 47

III. SPECIAL CONDITIONS OF CONTRACT 48 – 51

IV. APPENDICES 52

Appendix A – Description of the Services
Appendix B – Reporting Requirements
Appendix C – Key Personnel and Sub Consultants
Appendix D – Services and Facilities to be provided by the Employer
Appendix E – Breakdown of Contract Price in Indian Rupees
Appendix F – Form of Bank Guarantee for Performance Security

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]
By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]
By
(Authorized Representative)

1.3 **Language**

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 **Notices**

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

1.6 **Authorized Representatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 **Taxes and Duties**

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 **Commencement, Completion, Modification and Termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the Terms and Conditions of this Contract, including any Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.

c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or

d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.

b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.

c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60)days.

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.

ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.

iii. Any Right which a Party may have under the Applicable Law.

3.2.3 **Consultant and Affiliates not to engage in certain Activities**

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 **Insurance to be taken out by the Consultant**

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultant's Actions requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so spec bified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6.0 Payment to the Consultant

6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Reference	
1.1 (h)]	The Member in Charge is Executive Engineer, Yelahanka Division, BBMP
1.4]	The Addresses are:

Employer :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

6.4] Payment Schedule

I. 10% of Contract price: on submission of inception report

II. 40% of Contract Price: On submission of draft project Report

III. 35% of Contract Price: On submission of Final Report

IV. 10% of Contract Price: On submission of specifications and BoQ

V. 5% of Contract Price: upon completion of tender evaluation.

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Employer

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures

This appendix shall exclusively be used for determining remuneration for Additional Services.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ..... months i.e. upto 3 months beyond the expiry of Defect Liability Period of ..... months.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation
(Name, Signature and Occupation)
Name of the Bank

Address
(Name and Occupation)
Date _____